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**UNITED STATES DISTRICT COURT**

**EASTERN DISTRICT OF CALIFORNIA**

CARLOS OMAR SANCHEZ FLORES, ) Case No.: 2:22-cv-01798-MCE-KJN

Plaintiff, ) **PROTECTIVE ORDER**

vs. )

COUNTY OF TEHAMA, et al. )

Defendant. )

**IT IS HEREBY STIPULATED** by and between Plaintiff and Defendants, by and through their respective counsel of record, that in order to facilitate the exchange of information and documents which are subject to confidentiality limitations based on the law enforcement investigatory privilege and the Defendants' rights to privacy in their personnel files. This Order shall constitute a protective order pursuant to Fed. R. Civ. P. 26(c) and shall be enforceable as set forth therein. The Parties stipulate as follows:

**1. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated

1 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
2 all disclosures or responses to discovery and that the protection it affords from public disclosure  
3 and use extends only to the limited information or items that are entitled to confidential treatment  
4 under the applicable legal principles. The parties further acknowledge, as set forth below, that this  
5 Stipulation and Order creates no entitlement to file confidential information under seal; and that  
6 Eastern District Local Rule 141 sets forth the procedures that must be followed and reflects the  
7 standards that will be applied when a party seeks permission from the court to file material under  
8 seal.

9 **2. DEFINITIONS**

10 **2.1 Party:** any party to this action, including all of its officers, directors, employees,  
11 consultants, retained experts, house counsel and outside counsel (and their support staff).

12 **2.2 Disclosure or Discovery Material:** all items or information, regardless of the  
13 medium or manner generated, stored or maintained (including, among other things, testimony,  
14 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
15 discovery by any Party in this matter.

16 **2.3 Confidential Information or Items:** information (regardless of the medium or  
17 how generated, stored, or maintained) or tangible things that qualify for protection under standards  
18 developed under Federal Rule of Civil Procedure 26(c) and/or applicable federal privileges. This  
19 material includes, but is not limited to, medical and psychotherapeutic records; as well as peace  
20 officer personnel records as defined by California Penal Code sections 832.8, 832.5, 832.7 and the  
21 associated case law; and other similar confidential records designated as such.

22 **2.4 Receiving Party:** a Party that receives Disclosure or Discovery Material from a  
23 Producing Party, including a Party that has noticed or subpoenaed and is taking a deposition or  
24 comparable testimony.

25 **2.5 Producing Party:** a Party or non-party that produces Disclosure or Discovery  
26 Material in this action, including a Party that is defending a deposition noticed or subpoenaed by  
27 another Party; additionally, for the limited purpose of designating testimony subject to this  
28 Stipulation and Order pursuant to section 6.2(b) (infra), a “Producing Party” shall also be construed

1 to include a Party that is attending and/or participating in a non-party deposition  
2 noticed/subpoenaed by another Party.

3       **2.6 Designating Party:** a Party or non-party that designates information or items that  
4 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

5       **2.7 Protected Material:** any Disclosure or Discovery Material that is designated as  
6 “CONFIDENTIAL” under the provisions of this Stipulation and Protective Order. (The term  
7 “Confidential Document” shall be synonymous with the term “Protected Material” for the  
8 purposes of this Stipulation and Protective Order.)

9       **2.8 Outside Counsel:** attorneys who are not employees of a Party but who are retained  
10 to represent or advise a Party in this action (as well as their support staffs).

11       **2.9 House Counsel:** attorneys who are employees of a Party (as well as their support  
12 staffs).

13       **2.10 Counsel (without qualifier):** Outside Counsel and House Counsel (as well as their  
14 support staffs).

15       **2.11 Expert:** a person with specialized knowledge or experience in a matter pertinent to  
16 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
17 consultant in this action and who is not a past or a current employee of a Party and who, at the  
18 time of retention, is not anticipated to become an employee of a Party or a competitor of a Party’s;  
19 as well as any person retained, designated, or disclosed by a Party as an expert pursuant to Federal  
20 Rule of Civil Procedure 26(a)(2).

21       **2.12 Professional Vendors:** persons or entities that provide litigation support services  
22 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,  
23 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

24 **3. SCOPE**

25       The protections conferred by this Stipulation and Order cover not only Protected  
26 Material/Confidential Documents (as defined above), but also: (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
28 Protected Material; and (3) any testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material. However, the protections conferred by this  
2 Stipulation and Order do not cover the following information: (a) any information that is in the  
3 public domain at the time of disclosure to a Receiving Party or becomes part of the public domain  
4 after its disclosure to a Receiving Party as a result of publication not involving a violation of this  
5 Order, including becoming part of the public record through trial or otherwise; and (b) any  
6 information known to the Receiving Party prior to the disclosure or obtained by the Receiving  
7 Party after the disclosure from a source who obtained the information lawfully and under no  
8 obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall  
9 not be governed by this Order, and may be governed by a separate agreement or order.

10 **4. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations imposed by this  
12 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
13 otherwise directs. Final disposition shall be deemed to be the later of:

- 14 (1) dismissal of all claims and defenses in this action, with or without prejudice; and  
15 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,  
16 remands, trials, or reviews of this action, including the time limits for filing any motions or  
17 applications for extension of time pursuant to applicable law.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each  
20 Party or non-party that designates information or items for protection under this Order must take  
21 care to limit any such designation to specific material that qualifies under the appropriate  
22 standards. A Designating Party must take care to designate for protection only those parts of  
23 material, documents, items, or oral or written communications that qualify – so that other portions  
24 of the material, documents, items or communications for which protection is not warranted are not  
25 swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routine designations are prohibited. Designations that are shown  
27 to be clearly unjustified, or that have been made for an improper purpose (*e.g.*, to unnecessarily  
28 encumber or retard the case development process, or to impose unnecessary expenses and burdens

1 on other parties), expose the Designating Party to sanctions. If it comes to a Party's or a non-  
2 party's attention that information or items that it designated for protection do not qualify for  
3 protection at all, or do not qualify for the level of protection initially asserted, that Party or non-  
4 party must promptly notify all other parties that it is withdrawing the mistaken designation.

5 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order,  
6 or as otherwise stipulated or ordered, material that qualifies for protection under this Order must  
7 be clearly so designated before the material is disclosed or produced. Designation in conformity  
8 with this Order requires:

9 **(a) for information in documentary form**(*e.g.*, paper or electronic  
10 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
11 Producing Party affix the legend "CONFIDENTIAL" to each page that contains protected  
12 material. If only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
14 markings in the margins).

15 A Party or Non-Party that makes original documents or materials available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated which material  
17 it would like copied and produced. During the inspection and before the designation, all of the  
18 material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting  
19 Party has identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this Order. Then,  
21 before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL"  
22 legend to each page that contains Protected Material. If only a portion or portions of the material  
23 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
24 portion(s) (*e.g.*, by making appropriate markings in the margins).

25 **(b) for testimony given in deposition or in other pretrial or trial**  
26 **proceedings**, that the Party or non-party offering or sponsoring the testimony identify on the  
27 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
28 and further specify any portions of the testimony that qualify as "CONFIDENTIAL." When it is

1 impractical to identify separately each portion of testimony that is entitled to protection, and when  
2 it appears that substantial portions of the testimony may qualify for protection, the Producing Party  
3 may invoke on the record (before the deposition or proceeding is concluded) a right to have up to  
4 twenty (20) days to identify the specific portions of the testimony as “CONFIDENTIAL.” Only  
5 those portions of the testimony that are appropriately designated as “CONFIDENTIAL” for  
6 protection within the 20 days shall be covered by the provisions of this Stipulation and Protective  
7 Order. Transcript pages containing Protected Material must be separately bound by the court  
8 reporter, who must affix to each such page the legend “CONFIDENTIAL,” as instructed by the  
9 Producing Party.

10 (c) for information produced in some form other than documentary and  
11 for any other tangible items (including but not limited to information produced on disc or  
12 electronic data storage device), that the Producing Party affix in a prominent place on the exterior  
13 of the container or containers in which the information or item is stored the legend  
14 “CONFIDENTIAL.” If only portions of the information or item warrant protection, the Producing  
15 Party, to the extent practicable, shall identify the protected portions, specifying the material as  
16 “CONFIDENTIAL.”

17 **5.3 Inadvertent Failures to Designate.** If timely corrected (preferably, though not  
18 necessarily, within 30 days of production or disclosure of such material), an inadvertent failure to  
19 designate qualified information or items as “CONFIDENTIAL” does not, standing alone, waive  
20 the Designating Party’s right to secure protection under this Order for such material. If material is  
21 appropriately designated as “CONFIDENTIAL” after the material was initially produced, the  
22 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure  
23 that the material is treated in accordance with this Order.

24 **5.4 Alteration of Confidentiality Stamp.** A Receiving Party shall not alter, edit, or  
25 modify any Protected Material so as to conceal, obscure, or remove a “CONFIDENTIAL” stamp  
26 or legend thereon; nor shall a Receiving Party take any other action so as to make it appear that  
27 Protected Material is not subject to the terms and provisions of this Stipulation and Order.  
28 However, nothing in this section shall be construed so as to prevent a Receiving Party from

1 challenging a confidentiality designation subject to the provisions of section 6, *infra*.

2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of  
4 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
5 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
6 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
7 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
8 original designation is disclosed.

9 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution  
10 process by providing written notice of each designation it is challenging and describing the basis  
11 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice  
12 must recite that the challenge to confidentiality is being made in accordance with this specific  
13 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith  
14 and must begin the process by conferring directly (in voice to voice dialogue; other forms of  
15 communication are not sufficient) within 14 days of the date of service of notice. In conferring,  
16 the Challenging Party must explain the basis for its belief that the confidentiality designation was  
17 not proper and must give the Designating Party an opportunity to review the designated material,  
18 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis  
19 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge  
20 process only if it has engaged in this meet and confer process first or establishes that the  
21 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

22 **6.3 Judicial Intervention.**

23 If the Parties cannot resolve a challenge without court intervention, the Designating Party  
24 shall file and serve a motion to retain confidentiality under Eastern District Local Rule 230 and  
25 251 (and in compliance with Eastern District Local Rules 141 and 141.1, if applicable) within 14  
26 days of the parties agreeing that the meet and confer process will not resolve their dispute, or by  
27 the first day of trial of this matter, whichever date is earlier, unless the parties agree in writing to  
28 a longer time. Each such motion must be accompanied by a competent declaration affirming that

1 the movant has complied with the meet and confer requirements imposed in the preceding  
2 paragraph. In addition, the Challenging Party may file a motion challenging a confidentiality  
3 designation at any time if there is good cause for doing so, including a challenge to the designation  
4 of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision  
5 must be accompanied by a competent declaration affirming that the movant has complied with the  
6 meet and confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating  
8 Party, regardless of whether the Designating Party is the moving party or whether such Party  
9 sought or opposes judicial intervention. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose  
11 the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality  
12 designation by failing to oppose a motion to remove confidentiality as described above, all parties  
13 shall continue to afford the material in question the level of protection to which it is entitled under  
14 the Producing Party's designation until the court rules on the challenge.

15 **6.4. Withdrawal of "CONFIDENTIAL" Designation.** At its discretion, a Designating  
16 Party may remove Protected Material/Confidential Documents from some or all of the protections  
17 and provisions of this Stipulation and Order at any time by any of the following methods:

18 (a) **Express Written Withdrawal.** A Designating Party may withdraw a  
19 "CONFIDENTIAL" designation made to any specified Protected Material/Confidential  
20 Documents from some or all of the protections of this Stipulation and Order by an express  
21 withdrawal in a writing signed by such Party (or such Party's Counsel, but not including staff of  
22 such Counsel) that specifies and itemizes the Disclosure or Discovery Material previously  
23 designated as Protected Material/Confidential Documents that shall no longer be subject to all or  
24 some of the provisions of this Stipulation and Order. Such express withdrawal shall be effective  
25 when transmitted or served upon the Receiving Party. If a Designating Party is withdrawing  
26 Protected Material from only some of the provisions/protections of this Stipulation and Order, such  
27 Party must state which specific provisions are no longer to be enforced as to the specified material  
28 for which confidentiality protection hereunder is withdrawn: otherwise, such withdrawal shall be



1 construed as a withdrawal of such material from all of the protections/provisions of this Stipulation  
2 and Order.

3           **(b) Express Withdrawal on the Record.** A Designating Party may withdraw  
4 a “CONFIDENTIAL” designation made to any specified Protected Material/Confidential  
5 Documents from all of the provisions/protections of this Stipulation and Order by verbally  
6 consenting in court proceedings on the record to such withdrawal – provided that such withdrawal  
7 specifies the Disclosure or Discovery Material previously designated as Protected  
8 Material/Confidential Documents that shall no longer be subject to any of the provisions of this  
9 Stipulation and Order. A Designating Party is not permitted to withdraw Protected Material from  
10 only some of the protections/provisions of this Stipulation and Order by this method.

11           **(c) Implicit Withdrawal by Publication or Failure to Oppose Challenge.** A  
12 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL” designation made  
13 to any specified Protected Material/Confidential Documents from all of the provisions/protections  
14 of this Stipulation and Order by either (1) making such Protected Material/Confidential Records  
15 part of the public record – including but not limited to attaching such as exhibits to any filing with  
16 the court without moving, prior to such filing, for the court to seal such records; or (2) failing to  
17 timely oppose a Challenging Party’s motion to remove a “CONFIDENTIAL” designation to  
18 specified Protected Material/Confidential Documents. Nothing in this Stipulation and Order shall  
19 be construed so as to require any Party to file Protected Material/Confidential Documents under  
20 seal, unless expressly specified herein.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22           **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed  
23 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
24 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
25 the categories of persons and under the conditions described in this Order. When the litigation has  
26 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
27 DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a  
28 location and in a secure manner that ensures that access is limited to the persons authorized under

1 this Order.

2       **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise  
3 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
4 disclose any information or item designated “CONFIDENTIAL” only to:

5               **(a)** the Receiving Party’s Outside Counsel of Record in this action, as well as  
6 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
7 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
8 Bound” that is attached hereto as **Exhibit A**;

9               **(b)** the officers, directors, and employees (including House Counsel) of the  
10 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed  
11 the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

12               **(c)** Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
13 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
14 Agreement to Be Bound” (**Exhibit A**);

15               **(d)** the court and its personnel;

16               **(e)** court reporters and their staff, professional jury or trial consultants, mock jurors,  
17 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and  
18 who have signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

19               **(f)** during their depositions, witnesses in the action to whom disclosure is  
20 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
21 (**Exhibit A**), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
22 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
23 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
24 under this Stipulated Protective Order; and/or

25               **(g)** the author or recipient of a document containing the information or a custodian  
26 or other person who otherwise possessed or knew the information.

27 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
28 **OTHER LITIGATION**

1 If a Party is served with a subpoena or a court order issued in other litigation that compels  
2 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
3 must:

4 (a) promptly notify in writing the Designating Party. Such notification shall include a  
5 copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order to issue in  
7 the other litigation that some or all of the material covered by the subpoena or order is subject to  
8 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
9 and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
11 Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
13 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
14 before a determination by the court from which the subpoena or order issued, unless the Party has  
15 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
16 expense of seeking protection in that court of its confidential material – and nothing in these  
17 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
18 disobey a lawful directive from another court.

19 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
20 **THIS LITIGATION**

21 (a) The terms of this Order are applicable to information produced by a Non-Party in  
22 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
23 connection with this litigation is protected by the remedies and relief provided by this Order.  
24 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
25 additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
27 Party’s confidential information in its possession, and the Party is subject to an agreement with the  
28 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1           (1) promptly notify in writing the Requesting Party and the Non- Party that  
2 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

3           (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
4 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
5 the information requested; and

6           (3) make the information requested available for inspection by the Non-Party.

7           (c) If the Non-Party fails to object or seek a protective order from this court within 14  
8 days of receiving the notice and accompanying information, the Receiving Party may produce the  
9 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
10 seeks a protective order, the Receiving Party shall not produce any information in its possession  
11 or control that is subject to the confidentiality agreement with the Non-Party before a  
12 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
13 burden and expense of seeking protection in this court of its Protected Material.

14 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
16 Material to any person or in any circumstance not authorized under this Stipulated Protective  
17 Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the  
18 unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected  
19 Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the  
20 terms of this Order; and (d) request such person or persons to execute the "Acknowledgment and  
21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
23 **PROTECTED MATERIAL**

24           When a Producing Party gives notice to Receiving Parties that certain inadvertently  
25 produced material is subject to a claim of privilege or other protection, the obligations of the  
26 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
27 is not intended to modify whatever procedure may be established in an e-discovery order that  
28 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence

502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

**12. PUBLICATION OF PROTECTED MATERIAL**

**12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

**12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

**12.3. Filing of Protected Material.** Without advance written permission from the Designating Party, or a court order secured after appropriate notice to all interested persons, a Receiving Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Eastern District Local Rule 141 and/or 141.1, to the extent applicable. **12.2. Public Dissemination of Protected Material.** A Receiving Party shall not publish, release, post, or disseminate Protected Material to any persons except those specifically delineated and authorized by this Stipulation and Order; nor shall a Receiving Party publish, release, leak, post, or disseminate Protected Material/Confidential Documents to any news media, member of the press, website, or public forum (except as permitted under section 12.1 regarding filings with the court in this action and under seal).

**12.4. Public Dissemination of Protected Material.** A Receiving Party shall not publish, release, post, or disseminate Protected Material to any persons except those specifically delineated and authorized by this Stipulation and Order; nor shall a Receiving Party publish, release, leak, post, or disseminate Protected Material/Confidential Documents to any news media, member of the press, website, or public forum (except as permitted under section 12.1 regarding filings with the court in this action and under seal).

1 **13. FINAL DISPOSITION**

2 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
3 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
4 As used in this subdivision, “all Protected Material” including all copies, abstracts, compilations,  
5 summaries and any other format reproducing or capturing of the Protected Material.

6 **IT IS SO STIPULATED.**

7  
8  
9 Dated:

**ANGELO, KILDAY & KILDUFF, LLP**

10 */s/ Derick E. Konz*

11 By \_\_\_\_\_

Derick E. Konz

12 Attorneys for Defendants COUNTY OF  
13 TEHAMA, STEPHEN HOAG, and  
14 SCOTT KELLY

15 Dated:

16 */s/ Winifred Botha*

(authorized on 1/13/23)

17 By \_\_\_\_\_

18 Winifred Botha

19 Deputy County Counsel

Attorneys for Defendant COUNTY OF  
20 SANTA CLARA

21  
22 Dated:

23 */s/ Dennis R. Ingols*

(authorized on 1/13/23)

24 By \_\_\_\_\_

25 Dennis R. Ingols

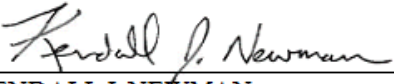
26 Attorneys Plaintiff

**ORDER**

The court has reviewed the parties' stipulated protective order. (See ECF No. 14). The stipulation comports with the relevant authorities and the court's applicable local rule. See L.R. 141.1. The court APPROVES the protective order, subject to the following clarification. The Local Rules state that once an action is closed, "unless otherwise ordered, the court will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see also, e.g., MD Helicopters, Inc. v. Aerometals, Inc., 2017 WL 495778 (E.D. Cal., Feb. 03, 2017) (noting that courts in the district generally do not agree to retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the court will not retain jurisdiction over this protective order once the case is closed.

**IT IS SO ORDERED.**

Dated: February 15, 2023

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

flor.1798

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Eastern District of California on \_\_\_\_\_  
[date] in the case of *Flores v. County of Tehama*, case no. 2:22-cv-01798-MCE-KJN. I agree  
to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any person or  
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern  
District of California for the purpose of enforcing the terms of this Stipulated Protective Order,  
even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this action or any proceedings  
related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_  
City and state where sworn  
and signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
\_\_\_\_\_